

TSD Laboratories

Transportation Services Division of

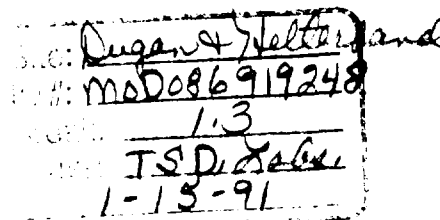
Day & Zimmermann, Inc.

1612 North Lexington Avenue • Springfield, Missouri 65802

417-864-8924 • FAX: 417-864-4337 • BN 8-864-3175

January 15, 1991

Mr. Dorrell Messberger
Ecology and Environment, Inc.
Cloverleaf Bldg. 3
6405 Metcalf
Overland Park, KS 66202



Dear Mr. Messberger:

Attached Test Report D-6864-D confirms results FAXed to you January 15, 1991. Billing in the amount of \$168.75, including RUSH charges will follow at the end of our billing cycle.

Have also enclosed two copies of our standard TSD contract for your completion. Please sign both under **PURCHASER** and return them to us at our Springfield address. After processing, one copy will then be sent to you for your files.

We appreciate this opportunity of providing you with laboratory services.

Sincerely,

Robert J. Vertz
Chief Chemist

RJV:bp
File: 02-170
Attachment

*Called John Vertz
1/21/91
TOLD HIM I could NOT SIGN
CONTRACT. He said OK WITH
him.*

40150395



SUPERFUND RECORDS

TSD Laboratories

Transportation Services Division of
Day & Zimmermann, Inc.
1612 North Lexington Avenue • Springfield, Missouri 65802
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UPON FUTURE CORRESPONDENCE
REFER TO REPORT NUMBER

Material WATER Test Report No D-6864-D
Manufacturer _____ Address MARSHFIELD, MO
Purchase Order No. _____ File No. 02-170 Specification _____
Date Sample Submitted JANUARY 14, 1991 Date Sample Received JANUARY 14, 1991

Analysis of water samples, as identified below, received from Mr. Dave Kinroth, Ecology and Environment, Inc.

Sample Identification	1-14-91	1-14-91
	001	002

Analysis:

Total Cyanide, ppm*	13.1	14.6
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* Parts per million

Analysis by EPA 7.3.3.2

cc: Mr. Dorrell Messberger
Ecology and Environment, Inc.
Cloverleaf Building 3
6405 Metcalf
Overland Park, KS 66202

FAX 913-432-0670

Prepared by: R. Thaemlitz

Approved by: *H. B. Melgren* Date: January 15, 1991

LABORATORY MANAGER

(Handwritten mark)

ACTIVITY LEADER(Print) Wiggins		NAME OF SURVEY OR ACTIVITY Dugan Hellerbrand		DATE OF COLLECTION 9/1 DAY MONTH YEAR			SHEET 1 of 1			
CONTENTS OF SHIPMENT 2 water samples										
SAMPLE NUMBER	TYPE OF CONTAINERS				SAMPLED MEDIA				RECEIVING LABORATORY REMARKS OTHER INFORMATION (condition of samples upon receipt, other sample numbers, etc.)	
	CUBITAINER	BOTTLE	BOTTLE	BOTTLE	VOA SET (2 VIALS EA)	water	soil	sediment		dust
NUMBERS OF CONTAINERS PER SAMPLE NUMBER										
001	1	+				X				Total CN
002	1	+				X				Total CN
						D-6864				
						Rust				
DESCRIPTION OF SHIPMENT						MODE OF SHIPMENT				
2 PIECE(S) CONSISTING OF 1 BOX(ES)						COMMERCIAL CARRIER _____				
ICE CHEST(S); OTHER _____						COURIER _____				
						SAMPLER CONVEYED _____ (SHIPPING DOCUMENT NUMBER) _____				
PERSONNEL CUSTODY RECORD										
RELINQUISHED BY (SAMPLER) Dave Kinneth		DATE 1/4/91		TIME 1500		RECEIVED BY 		REASON FOR CHANGE OF CUSTODY		
<input type="checkbox"/> SEALED <input checked="" type="checkbox"/> UNSEALED						<input type="checkbox"/> SEALED <input checked="" type="checkbox"/> UNSEALED				
RELINQUISHED BY		DATE		TIME		RECEIVED BY		REASON FOR CHANGE OF CUSTODY		
<input type="checkbox"/> SEALED <input checked="" type="checkbox"/> UNSEALED						<input type="checkbox"/> SEALED <input checked="" type="checkbox"/> UNSEALED				
RELINQUISHED BY		DATE		TIME		RECEIVED BY		REASON FOR CHANGE OF CUSTODY		
<input type="checkbox"/> SEALED <input checked="" type="checkbox"/> UNSEALED						<input type="checkbox"/> SEALED <input checked="" type="checkbox"/> UNSEALED				

TSD

TO: TSD
280 King of Prussia Road
2nd Floor
Radnor, PA 19087

Phone: 217/975-6688
Purchaser's Order No. _____
Production Order No. TS-4552-00-170

TSD, a division of Day & Zimmermann, Inc., hereinafter called "Seller", and **ECOLOGY AND ENVIRONMENT, INC.**, a _____ Corporation, hereafter called "Purchaser", hereby contract and agree that Seller will provide the Tests described herein and Purchaser will pay for such services, subject to the terms and conditions contained herein.

<u>Sample Material Identification</u>	<u>Anticipated Quantity</u>	<u>Test Type & Number</u>	<u>Technique</u>	<u>Unit Price (excl. of Taxes of Postage)</u>
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ANALYSIS AS REQUESTED

\$168.75

This Agreement shall not be binding until signed by authorized representatives of Purchaser and Seller. This instrument, including the Terms and Conditions on the reverse side of this page, contains each and every agreement and understanding existing between the parties hereto relating to the subject matter hereof, and no amendments or alterations thereto shall have any effect unless in writing and signed by authorized representatives of Purchaser and Seller.

PURCHASER

Company Ecology and Environment, Inc.
Address Cloverleaf Bldg. 3
6405 Metcalf
Overland Park, KS 66202
Telephone 913-432-9961
By _____
Title _____
Date _____

SELLER

TSD
By _____
Title _____
Date _____

TERMS AND CONDITIONS

1. Seller will perform testing and research services (hereinafter called "Tests") for Purchaser in accordance with current standard characterization techniques for said Tests established by Seller. Following the completion of said Tests, Seller shall mail to Purchaser a written Testing and Research Report (hereinafter called "Report") setting forth the information obtained from performance of the above Tests.

Under certain conditions Seller will develop non-standard testing techniques for samples not readily analyzed by the current standard testing techniques; terms for such development to be mutually agreed upon.

2. Purchaser shall deliver to Seller, free of charge, the sample materials to be tested (hereinafter called "Samples") required for the Tests. Each Sample delivered hereunder shall meet the most current "Sample Requirement" established by Seller. The Samples should be delivered to the following TSD address:

TSD Laboratories
1612 North Lexington Avenue
Springfield, Missouri 65802

It shall be the responsibility of Purchaser to notify Seller in writing of any hazards associated with Samples and of the proper methods for disposal of Sample remaining after performance of Tests. Failure to notify Seller shall result in Purchaser assuming full liability for and indemnifying Seller from any and all damages which result therefrom. When Sample materials require special disposal, all unused portions will be returned to the Purchaser for disposal in accordance with applicable regulations and/or guidelines.

3. Following receipt of Samples, the Tests to be performed hereunder by Seller shall begin as soon as is reasonably practicable in view of Seller's other prior commitments.
4. Except where the law otherwise provides, Purchaser shall pay Seller, in addition to the fees hereunder, the amount of all governmental taxes (except taxes on or measured by net income) that Seller may be required to pay with respect to the sale of services hereunder.
5. Terms of payment shall be net thirty (30) days from receipt of statement, in United States currency. Payments made after forty-five (45) days will include interest at 1 1/2% per month compounded.
6. Seller makes **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE**, express or implied, with respect to the Tests performed hereunder, other than that the Tests will be performed in accordance with current standard characterization techniques established by Seller.
7. Purchaser's receipt of the Report hereunder shall constitute a waiver by Purchaser of its right to make any claim with respect to Seller's performance hereunder unless Purchaser sends Seller written notice of claim within thirty (30) days of receipt of the report. No claim of any kind by either party hereto, including claims for non-performance or delay in performance, and whether or not based on negligence, shall be greater in amount than the fees paid or to be paid hereunder with respect to which such claim is made. In no event, shall either party hereto be liable for special, indirect or consequential damages. Purchaser assumes all liability for the result obtained by the use of the information and data furnished hereunder. Purchaser will indemnify and save Seller harmless from and against any and all costs, expenses, damages, claims and liabilities of whatever kind to third parties arising out of said information and data or the results obtained by Purchaser's use of said information and data.
8. Seller shall not be liable for its failure to perform hereunder if said performance is made impracticable due to equipment breakdown or any occurrence beyond its reasonable control, including acts of God, injuries, floods, accidents, labor shortages or disputes, wars, inability to obtain equipment, governmental laws, ordinances, rules and regulations, and any other similar or different occurrence. In the event of any such occurrence, either party hereto may suspend or terminate this Agreement upon written notice.
9. Seller agrees that for a period of five (5) years from receipt of Sample, Seller shall maintain all information concerning the identity of Sample, the analysis requested and the results of such analysis in confidence, except to the extent any such information (i) is now or hereafter becomes disclosed in a publication, or (ii) was in the possession of Seller prior to the submission of Sample by Purchaser, or (iii) is hereafter disclosed to Seller by a third party in good faith.
10. Purchaser agrees not to use Seller's name in reporting results obtained from the Tests performed hereunder, in any fashion, including but not limited to, Purchaser's advertising or sales literature without first obtaining Seller's written consent as to the manner and context of such use of Seller's name. Purchaser shall reimburse Seller for any expenses or fees, including attorneys' fees and court costs incurred by Seller in reporting or verifying results to third parties.
11. The validity, interpretation and performance of this Agreement shall be governed by the laws of the State of Missouri. This Agreement shall be binding upon and enure to the benefit of the respective successor and assigns of each party hereto, but any assignment thereof by either party without the prior written consent of the other party shall be void. Neither course of performance nor usage of trade shall be used to interpret, construe, qualify, explain or supplement any of the terms of this Agreement.
12. When tests are being performed in facilities leased by Seller, the Purchaser will indemnify and save harmless the lessor from and against any and all costs, expenses, damages, claims and liabilities of whatever kind to third parties arising out of any tests performed on the leased property.
13. This Agreement represents the entire understanding of the parties and supercedes any prior or contemporaneous agreement, oral or written, that may exist between the parties.

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Phone: 217/975-6688
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